

ALSTON & BIRD

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May 29, 2024

VIA E-MAIL

Sabrina Shafer
545 West Belden Ave
Chicago, IL 60614

Re: Legal Assistance for Sabrina Shafer in the matter of
Skyline Advanced Technology Services v. Sabrina Shafer, 24-1377
and 24-3240

Dear Sabrina:

Alston & Bird has agreed to help you with the above captioned lawsuit. This letter confirms the terms of our agreement.

Scope of Legal Assistance.

We understand that you have asked us to serve as one of your counsel in *Skyline Advanced Technology Services v. Sabrina Shafer, 24-1377 and 24-3240* filed in the United States Court of Appeals for the Ninth Circuit. You should know that our work for you will be limited to these two appeals, and we have at this time not agreed to represent you in any other issue or other lawsuits. If you need legal representation in connection with any other issue and ask for our help, we can discuss with you at that time whether or not we can represent you in connection with that other issue. If so, we will send a separate letter agreement for that issue.

Conditions for Legal Assistance.

For us to represent you in connection with the matter described above, you agree to (i) provide us complete, timely, and honest information about this issue and all other relevant information; (ii) fully cooperate in providing all documents and other information we request; (iii) attend all scheduled meetings with us and all court hearings regarding this matter; (iv) promptly notify the attorneys with whom you are working of any change in your address, telephone number(s), and (v) promptly notify us of any changes to any information relevant to this legal issue.

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Legal Fees and Expenses.

We understand that you will be paying our fees and costs. I will serve as lead counsel. My hourly rate is \$1470. I will call upon other attorneys and paralegals at the firm with hourly rates that range from \$400 to \$1400. You will provide a retainer of \$125,000 upon signing this engagement letter. Throughout the period of this engagement, we will prepare monthly statements for our legal services rendered in the previous month to you. Each statement will contain a summary description of legal services for the period covered by the statement. In addition to legal fees, the statements will include charges for related expenses and services to the extent required by this particular assignment. You can wire the \$125,000 retainer to the following:

Bank: Wells Fargo Bank
Address: 420 Montgomery
San Francisco, CA

ABA Routing No.: 121 000 248 for wire transfers

OR

122 287 170 for ACH transfers

Swift Code:
(International
Wires only)
WFBUS6S

Account Name: Alston & Bird LLP California IOLTA Account

Account No.: [REDACTED] 595

Reference: Alston & Bird client/matter number or attorney
contact at A&B

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Waiver of Future Conflicts.

You are aware that we are a large law firm and represent many other clients. It is possible that during the time we are representing you, another client of ours may have a dispute with you. You agree that during the period of this engagement we will not be prevented from representing clients in other matters adverse to you, so long as (1) those other matters are not substantially related to our work for you on this legal issue, and (2) we do not know confidential information from our work for you that could be used to your material disadvantage in the other matters. You acknowledge that before agreeing to this waiver, you have had the opportunity, if you chose, to discuss this waiver with independent counsel.

File Retention

Except to the extent that files are returned to you earlier, it is our current policy to retain files relating to an engagement for seven (7) years following the conclusion of the engagement. At our discretion, we may retain the files in either hard copy or electronic format. During the time that we retain the files following the completion of our engagement, you may request that we assemble and return to you those files to which you are entitled, with the costs and fees of that task to be paid by you. We retain the right to retain copies of all files. If, at the end of seven (7) years you have not requested the return of those files, you are giving us permission to destroy those files without further notice to you.

End of Representation.

It is your right to end our relationship at any time by giving us notice in writing. We also reserve the right to end our representation of you at any time by giving you written notice if (1) you do not comply with the conditions for legal assistance described above, (2) there is a breakdown of the mutual respect and confidence that is critical to the attorney-client relationship, or (3) circumstances arise under which we are required or permitted to withdraw under the applicable Rules of Professional Conduct.

If you have any questions regarding this letter or our engagement as your counsel, please call or e-mail me. If you do not send any questions or comments, we will proceed with the understanding that you agree to the terms of this letter. We look forward to working with you on this matter.

Very yours truly,



Alston & Bird LLP

Sabrina Shafer